4346

BILL NO. S-79-01- 02

SPECIAL ORDINANCE NO. S- 14-79

AN ORDINANCE approving a contract with Anglin Companies for work and improvements on The Wheeler Street Park (northeast corner of Wheeler and Runnion Sts.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated October 20, 1978, between Neighborhood Care, Inc. and Anglin Companies for work and improvements to be performed upon the real estate commonly known as the Wheeler Street Park, located at the northeast corner of Wheeler and Runnion Streets, Fort Wayne, Indiana, at a total cost of ~~$23,141.00~~ $26,141.00, all as more particularly set forth in said contract which is on file in the Office of Community Development and Planning and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Vivian G. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by D. Schmidt, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and ~~the City Plan Commission for recommendation) and Public Hearing to be held after~~ due legal notice, at the Council Chambers, City-County ~~Building, Fort Wayne, Indiana~~, on ~~_____~~, the _____ day of _____, 19__, at _____ o'clock ____ M., E.S.T.

DATE: 1-9-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by D. Schmidt, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 1-23-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL)~~ (ANNEXATION) (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. G-14-79 on the 23rd day of January, 19 79.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Moses Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of January, 19 79, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 24th day of January, 19 79 at the hour of 4:00 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-01-02

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a contract with Anglin Companies for work and improvements on The Wheeler Street Park (northeast corner of Wheeler and Runnion Sts.)

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

VIVIAN G. SCHMIDT - CHAIRMAN — Vivian G. Schmidt

WILLIAM T. HINGA - VICE CHAIRMAN — William T. Hinga

JAMES S. STIER — James S. Stier

JOHN NUCKOLS — John Nuckols

DONALD J. SCHMIDT — Donald J. Schmidt

1-23-79 CONCURRED IN

DATE CHARLES [illegible] CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

community development & planning

October 27, 1978

The Common Council
Fort Wayne, IN 46802

Council Members:

The Office of Community Development & Planning on October 20, 1978, awarded the excavating and site improvement contract for the Wheeler St. Pk. Project #WPK-95-78-02 in the amount of $23,141. to Anglin Companies.

Being that the Nebraska Neighborhood and the Fort Wayne Optimist Club are anxious to have this project completed yet this season, Community Development & Planning respectfully requests a "Prior Approval" so that construction work may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

CITY OF FORT WAYNE

ROBERT E. ARMSTRONG, MAYOR

COMMUNITY DEVELOPMENT & PLANNING

R. STEVEN HILL, DIRECTOR

sj

APPROVED:

ATTEST:

CHARLES W. WESTERMAN, CLERK

CONSTRUCTION AND NO-LIEN CONTRACT

THIS AGREEMENT, made and entered into this twentieth day of October, 1978, by and between Anglin Companies (herinafter called "Contractor") and Neighborhood Care, Inc. (hereinafter referred to as "Owner")

In consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto, the Owner and the Contractor, as follows:

I.

In consideration of the sum of twenty three thousand one hundred forty one and 00/100 dollars ($ 23,141.00) to be paid to it by the Owner, as hereinafter provided, the Contractor agrees to furnish all of the materials and to perform and to provide all of the labor necessary to construct and completely finish a substantial and workmanlike manner, the work and improvements described below, upon the real estate located in Allen County, Indiana, commonly known as The Wheeler Street Park (N.E. corner Wheeler & Runion(street address) and legally described as:

Lots 23,26,27,28,and 29
Rockhill Heirs Addition to the City of Fort Wayne

The work and improvements are described in the Contract Documents, attached hereto. The Contract Documents consist of this Agreement, Conditions of Contract (General, Supplementary, and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if repeated herein. If anything in the General Conditions is inconsistent with this Agreement, the Agreement shall govern.

II.

PAYMENT OF CONTRACT PRICE

Owner agrees to pay to Contractor the sum of twenty three thousand one hundred forty-one Dollars ($ 23,141.00) to be paid in full after the work is satisfactorily completed and accepted by the Owner.

The final payment shall be made after sixty (60) days from the date of the completion and acceptance of the work and the Contractor's final invoice and upon proof of payment of sub-contractors, materialmen, or others that may be reasonably requested by the Owner.

III.

The owner shall permit the Contractor to have access to the premises and perform all necessary work during reasonable business hours. The Contractor shall not unreasonably interfere with the Owners use and enjoyment of the premises nor fail to restore the premises to proper order on completion of the work. Waste and construction material must be removed from the premises after completion of construction. The Owner shall supply all necessary electricity and water required by the Contractor in the performance of the construction.

All permits and licenses necessary to the performance of the construction shall be secured by the Contractor at his own cost.

IV.

MATERIALS AND WORKMANSHIP

All materials used by the Contractor in the performance of his duties are to be new and merchantable quality unless expressly specified otherwise. The contract price includes the purchase price of all materials.

All materials and workmanship shall conform to the written specifications of the Contract, which shall be thoroughly reviewed by the Contractor prior to execution of this Contract.

The Contractor assumes full liability for use of faulty materials and workmanship and shall remedy any defect occuring as a result thereof within one (1) year after completion of the work required herein.

V.

TIME OF COMPLETION OF WORK

Contractor shall fully complete all of the work to be done under this Contract so that the improvements are fully finished and ready for acceptance 90 days from the signing of this Contract unless a written extension of that time is obtained from the Owner. The full completion intended by this Contract shall include complete removal of surplus or waste materials, tools, equipment, rubbish, scaffolding, etc., from the premises. If Contractor is delayed at any time in the progress of the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, then the time of completion hereunder shall be extended for a reasonable time. Should any of these contingencies occur, the Contractor shall give written notice to the Owner, stating the reasons for the non-completion and the time when completion will occur. No extra work may be ordered or changes made by altering, adding to, or deducting from the work described in the initial plans and specifications attached hereto unless a written change order containing the specific descriptions of the extra work or change is signed by the Owner, and contains a statement of the adjustment, upward or downward, of the contract price that is to take account of such owrk or changes.

VI.

CONTRACTOR'S PAYMENT OF LABORERS AND

PROVIDING TOOLS, EQUIPMENT, ETC.

Contractor agrees that it will fully pay, when due, all bills for materials furnished and all wages and compensation due or to become due to each and every employee or laborer who may be employed by it on the job herein described and will preserve the real estate on which said improvements are erected, and all buildings and structures of every kind thereon, completely free from liens for labor or materials furnished by Contractor or those employed by it for work done pursuant to the terms of its contract. Contractor shall provide, at its own expense, all ladders, scaffolding, implements, apparatus, molds, hoisting, and items of equipment or tools necessary for the due performance of work to be done by Contractor or its sub-contractor.

VII.

CONTRACTOR'S WAIVER OF RIGHT

TO MECHANIC'S LIEN

Contractor, for itself and all other persons or corporations who may perform labor or furnish materials, supplies, tools, or equipment for the construction of the improvements described therein or for work incidental to such construction hereby relinquishes all right to claim or file notice of mechanic's lien upon said real estate or any part thereof of upon any buildings or improvements thereon. Contractor for itself and for all sub-contractors, journeymen, materialmen, mechanics and laborers, and all other persons, firms and corporations performing labor and furnishing material and machinery for the construction of said buildings and appurtenaces, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Contractor shall fail to obtain the release of any liens filed, Contractor shall in indemnify, save and hold harmless Owner from any expense incurred in obtaining the release of any such lien, including attorney fees.

VIII.

Contractor shall maintain and pay premiums for such public liability insurance, property damage insurance and workmens compensation as will fully protect it from claims under the Indiana Workmens Compensation Act and from any other claims for damages to persons not covered by said Act because of bodily injury, including death, which may arise from or during the performance of the work described in this Contract and Contractor shall furnish proof to Owner that it has procured said insurance by submitting to Owner thereof a memorandum copy of insurance coverage. Contractor further shall keep Owners indemnified from any loss, damage, liability, costs or expenses incurred by reason of the failure of Contractor or of any agent, employee, or subcontractor to comply with any of the provisions of said Workmens Compensation Act. The obligation to maintain workmens compensation shall be satisfied by providing a certificate from the Industrial Board before the work commences. Contractor shall purchase liability insurance with a minimum coverage of Three Hundred Thousand Dollars ($300,000) per person, and Five Hundred Thousand Dollars ($500,000) total occurance for bodily injury and Two Hundred Thousand ($200,000) property damage. Proof of such insurance shall be presented to the Owner.

IX.

CONTRACTOR'S FURTHER COVENANTS

Contractor shall maintain adequate protection of all its work from possible damage thereto and shall protect the Owner's property from injury or damage arising from the work to be done hereunder by Contractor, its employees and all other persons, firms, and corporations performing labor and furnishing materials and machinery for the construction. It shall also reasonably protect the work and materials from the effects of weather. It shall take all reasonable precautions for the safety of the employees on the job and shall comply with all applicable safety laws and building codes and ordinances. Contractor further agrees to hold the Owner free and harmless and indemnify Owner from any and all losses, costs or expenses which may be incurred by Owner as the result of any injury or damage to any person, or to the property of any per-

son arising from the performance of manner of performance of any of the work to be done hereunder by Contractor or Contractor's employees, and sub-contractors during the course of construction.

X.

LIENS

Any recording of this Contract is intended solely for the purpose of giving proper notice under the Indiana Mechanics' Lien and recording statutes. No lien whatsoever is created hereby against the afore-described real estate.

XI.

MISCELLANEOUS

The source of funding for the contract work is from the Department of HOusing and Urban Development's Community Development Block Grant Program. Community Development and Planning and the Department of Housing and Urban Development require that the Contractor not discriminate against employers or applicants for employment based upon race, color, religion, sex, or national origin. Contractor agrees that he will not discriminate against any employee or applicant for employment upon the basis of race, color, religion, sex, or national origin and to the greatest extent practical, will award sub-contracts to eligible business concerns located in or owned by persons residing in the area of the project. Neither Owner nor Contractor shall induce, by any means, any person employed in the construction, completion, or repair of the work or to give up any part of the compensation to which he is otherwise entitled. Federal law (42U.S.C. 4831 et Seq.) prohibited the use of lead base paint in the construction or reconstruction of any structure.

IN WITNESS WHEREOF, the parties have hereunto set their ahnds and seals this 6 th day of December 1978.

CONTRACTOR

Anglin Co Inc.
James E. Scott.

OWNER

Ethel E. Watson, Director
Neighborhood Care Inc.

STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared this 6th day of December 1978, within named Ethel E. Watson and James E. Scott, who acknowledged execution of the foregoing agreement to be their voluntary act and deed for the uses and purposes therein set forth. WITNESS, my hand and Notarial Seal.

Etta J. Gray
Notary Public ETTA J. GRAY
RESIDENT OF ALLEN COUNTY

My Commission Expires: 12-20-81

I reside in Allen County, Indiana.

STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared this 6th day of December, 1978, within named Ethel E. Watson and James E. Scott who acknowledge execution of the foregoing agreement to be their voluntary act and deed for the uses and purposes therein set forth. WITNESS, my hand and Notarial Seal.

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